

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Garvey, Schubert & Barer	2. Registration No. 3047
3. Name of Foreign Principal Embassy of Canada	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Legal advice to Embassy of Canada related to the extraterritorial impact of the U.S. Endangered Species Act on Canada as a result of the modified operations of the Libby Dam, in accordance with contract provisions.

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1998 MAR - 9 4:04 PM


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Legal analysis and counseling regarding U.S. laws and regulations relating to the operation of the Libby Dam.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

We believe that all activities will fall outside the "political activities" definition; however, in an exercise of caution, we do report telephone conversations and meetings with U.S. officials under 12 of the Supplemental Report whenever there is any possibility that they could be construed as political activities. Those activities are described in Item 7 above. The interests involved relate generally to legislative and regulatory developments affecting Canada as more fully described in the June 14, 1991 contract, as amended by Registrant's subsequent contracts filed as Exhibit B's thereafter.

Date of Exhibit B 3/9/98	Name and Title HAROLD G. BAILEY, JR. owner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Department of Foreign Affairs
and International Trade
Department of Justice



Ministère des Affaires étrangères
et du Commerce international
Ministère de la Justice

Trade Law Division
Department of Foreign Affairs and
International Trade
125 Sussex Drive
Ottawa, Ontario K1A 0G2

January 16, 1998

Our file: 220-3

Mr. Richard A. Wegman
Garvey, Schubert & Barer
Fifth Floor
1000 Pontomac Street, N.W.
Washington, D.C. 20007

Dear Mr. Wegman:

re: Subject of the contract: Libby Dam dispute
Legal Contract: December 8, 1997 - March 31, 1998

I am writing to confirm your appointment as Agent of the Attorney General of Canada to provide legal advice to the Government of Canada and to the Canadian Embassy in Washington, D.C., with respect to work related to the Libby Dam dispute, and to respond to any subsequent inquiries, either orally or in writing, made by myself, or my designate, or by Howard Strauss, Director, Legal Operations Division, Department of Foreign Affairs and International Trade, or by David McLellan, Counsellor (Energy), Economic and Trade Policy Section, Canadian Embassy, Washington, D.C., or his designate. Please notify us of the name of your designated replacement should you be unavailable to receive instructions.

This letter and the enclosed Department of Justice Memoranda of Instructions to Agents of the Attorney General constitute the terms and conditions of this appointment.

The period of the appointment is from December 8, 1997 to March 31, 1998.

CRM/ISS
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1998 MAR -9 PM 4:05

I would ask that you ensure copies of each opinion with respect to this appointment are sent to:

- 1) Valerie Hughes
General Counsel
Trade Law Division (JLT)
Department of Foreign Affairs and International Trade
Lester B. Pearson Building
125 Sussex Drive, Tower C, 7th Floor
Ottawa, Ontario K1A 0G2
Canada
- 2) Howard Strauss
Director
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Canada
- 3) David McLellan
Counsellor (Energy)
Economic and Trade Policy Section
The Canadian Embassy
501 Pennsylvania Avenue N.W.
Washington, D.C.
20001

Brief monthly reports on the status of the work performed, delineating the areas in which the work was performed, and the estimated number of hours invested in the performance of that work shall be provided to the above mentioned persons not later than six working days into the following month.

The fees for this appointment for you and the other members of your firm assigned to do work under this appointment will be at the hourly rates indicated in the attached Schedule. You may assign work to other members or employees (attorneys and paralegal assistants) of the firm who are listed in the attached Schedule. Services may also be provided by attorneys and paralegal assistants other than those listed provided that they are members or employees of your firm and that their rates are comparable to the rates fixed for members or employees of comparable experience and are within the ranges indicated in the Schedule.

The total maximum which may be charged under this contract is U.S. \$25,000.00, including reimbursement for expenses and disbursements.

Submission of accounts shall be made on a monthly basis within 60 days following the last day of the month for which they are submitted. No accounts will be accepted for payment after sixty days following the expiration of the period of appointment.

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"I hereby certify that the services herein referred to were rendered by me or the members of the firm and that this account truly shows the nature of the services rendered, the time occupied, the fees claimed, the disbursements made and all moneys received in this manner.

Agent of the Attorney General of Canada"

All work is entrusted to an agent on the basis that his account as agent is subject to taxation by the Department of Justice and such taxation will determine the remuneration to which you are entitled. The Department's taxation of your account is final.

I draw your attention to Rules 6 and 7 found in the Department of Justice Memorandum of Instructions entitled "Special Instructions to Agents Providing Legal Services to Other Departments". Rule 6 provides that ten hours per day is the maximum number of billable hours in any one day. In order to ensure that no more than ten hours per lawyer per day are billed it is necessary that your account show the number of hours worked by each lawyer per day.

Rule 7 requires that all disbursements of more than \$10 be supported by proof of payment but does permit the instructing officer on a case-by-case basis to allow a disbursement which is not supported by a receipt. In view of the nature of this matter and the cost of searching for receipts, I would appreciate it if you would submit proof of payment for all disbursements which exceed US \$100. A simple means of compliance with this requirement would be for you to send us your computer printout for charges such as telephone calls, faxes and taxis charged to our file. If the claim is for a disbursement paid by the firm I require the receipt.

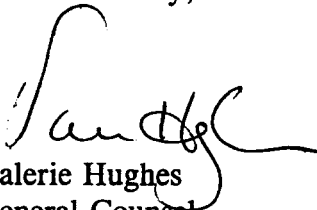
I emphasize the sensitivity of this work. It is understood that all information, files and documents provided to you in connection with this contract must not be divulged during or after the completion of this contract.

It is most important that this contract be executed in such a manner as to conserve and enhance public confidence in the integrity, objectivity and impartiality of government. The Attorney General of Canada has made it clear that the highest ethical standards will be scrupulously observed in the conclusion of all contracts for legal services. In this regard, I understand that you are aware of the Canadian government's conflict of interest guidelines and that you will fully adhere to them in respect of this work. These guidelines are published in the booklet 'Conflict of Interest and Post-Employment Code for the Public Service'. A copy is enclosed for your information. Should you suspect a conflict of interest, please advise me immediately.

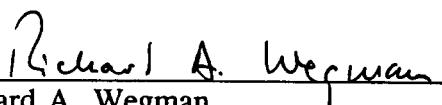
This contract will be governed by and construed in accordance with the laws in effect in the Province of Ontario, Canada, provided that: in carrying out this appointment, the firm and its members and employees will comply with all applicable provisions of the laws of the United States of America.

If these arrangements are satisfactory to you, please sign this letter in the space provided and return the original to me. A copy is enclosed for your records.

Yours sincerely,


Valerie Hughes
General Counsel
Trade Law Division

"I accept and agree to the terms and conditions of this appointment."


Richard A. Wegman
Agent of the Attorney General of Canada

GARVEY, SCHUBERT & BARER

Schedule of Hourly Rates

(from December 8, 1997 to March 31, 1998)

<u>NAME</u>	<u>\$U.S.</u>
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Partners

Richard A. Wegman	240.00
Harold G. Bailey, Jr.	160.00
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Associate

Peter S. Vincent	115.00
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Department of Foreign Affairs
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125 Sussex Drive
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January 16, 1998

Our file: 220-3

CRM/ISS
REGISTRATION UNIT
1998 MAR -9 PM 4:05

Mr. Richard A. Wegman
Garvey, Schubert & Barer
Fifth Floor
1000 Pontomac Street, N.W.
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Dear Mr. Wegman:

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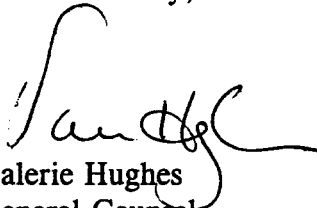
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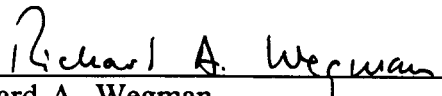
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(from December 8, 1997 to March 31, 1998)

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January 16, 1998

Our file: 220-3

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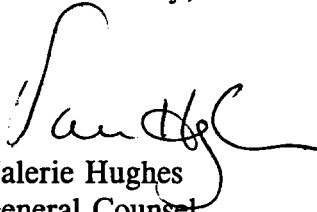
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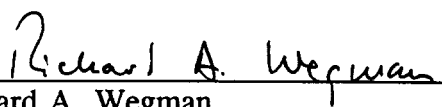
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